

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

SINGULARDTV, GmbH,

Plaintiff,

v.

JOHN DOE,

Defendant.

Civil Action No.: 1:21-cv-06000-VEC

**AFFIDAVIT OF KIMBERLY JACKSON IN SUPPORT OF PLAINTIFF'S COMPLAINT
AND MOTION FOR LEAVE TO SERVE A THIRD-PARTY SUBPOENA PRIOR TO A
RULE 26(f) CONFERENCE**

KIMBERLY JACKSON, being duly sworn and deposed, states under threat of perjury:

1. I am the Chief Operating Officer of Plaintiff company, SingularDTV GmbH ("SingularDTV" or the "Company"). As such, I am fully familiar with the facts and circumstances set forth herein. I submit this Affidavit in support of Plaintiff's Complaint and Motion for Leave to Conduct Expedited Discovery Prior to a Rule 26(f) Conference.

2. SingularDTV GmbH is a company that uses blockchain technology to create a decentralized ecosystem for the entertainment and film industry. SingularDTV also used blockchain technology to form the SNGLS cryptocurrency tokens ("SNGLS" or the "Tokens").

3. SingularDTV has three shareholders: Joseph Lubin ("Lubin"), Arie Levy-Cohen ("Levy-Cohen") and Zach LeBeau ("LeBeau").

4. In or about February 2019, Lubin and LeBeau proposed a settlement to Levy-Cohen, pursuant to which he would relinquish all of his ownership interest in SingularDTV and resign all positions with the business (the "Settlement Agreement").

5. Levy-Cohen initially refused the buyout offer, which was later formally rescinded by the Company.

6. In or about February 2021, general counsel for SingularDTV, Carl Volz, Esq. (“Volz”) approached Levy-Cohen about reconsidering the settlement offer where Levy-Cohen allegedly expressed acceptance of the terms of the Settlement Agreement and agreed to execute an agreement setting forth the terms of the settlement. Volz and Levy-Cohen continued to discuss the settlement for the ensuing months via e-mail correspondence using the e-mail addresses “cvolz@breaker.io” and “arielevycohen@gmail.com”, respectively.

7. On May 4, 2021, Defendant sent an e-mail from arielevycohen@gmail.com (the “Fraudulent Account”) to Volz with an executed version of the settlement agreement (the “Fraudulent Settlement Agreement”). See the Affidavit of Carl Volz, Esq. (“Volz Aff.”), **Exhibit CV-A**. The Fraudulent Settlement Agreement purported to contain the signature of Levy-Cohen, indicating his assent to the terms of the Settlement Agreement.

8. Upon receipt of the Fraudulent Settlement Agreement, which was at the time believed to have been validly executed by the intended signatory, Levy-Cohen, Volz advised LeBeau, the Company’s Chief Executive Officer, to remit payment on behalf of the Company to Levy-Cohen pursuant to the terms of the settlement agreement.

9. On May 6, 2021, LeBeau informed me that he wired 76,800,000 SNGLS tokens, having an approximate valuation of \$2,000,000.00 as of the date the SNGLS were wired, in accordance with the terms of the Settlement Agreement to the provided wallet addresses, which were at all times believed to be produced by Levy-Cohen.¹

¹ In addition, 11,520,000 SNGJ tokens (“SNGJ Tokens”) were wired to the wallet address provided pursuant to the terms of the Settlement Agreement, having an approximate valuation of \$32,843.52. The Company is conducting an ongoing investigation into the misappropriation of the SNGJ Tokens.

10. After the SNGLS Tokens were wired to the Recipient Wallet Addresses provided by the Fraudulent Account, they were subsequently wired from the Recipient Wallet Addresses to three separate wallet addresses. After this transaction, the SNGLS Tokens were transferred to Binance. *See* Volz Aff., **Exhibit “CV-B”**.

11. On or about May 7, 2021, I became aware that: (a) Levy-Cohen claimed that he did not execute the Settlement Agreement and (b) the executed Settlement Agreement had not been sent from Levy-Cohen’s known email account (arielevycohen@gmail.com), but from the Fraudulent Account.

12. The signature on the Fraudulent Settlement Agreement is identical to Levy-Cohen’s actual signature when compared corporate documents signed by Levy-Cohen.

13. On May 7, 2021, I became aware that Volz’s e-mail account had been accessed by a third party without authorization and that all communications from arielevycohen@gmail.com were redirected by Defendant to an ‘RSS’ subfolder, bypassing his inbox.

14. Through this scheme, Defendant deceived SingularDTV personnel into believing that Levy-Cohen executed the Settlement Agreement to wrongfully obtain payment under the Settlement Agreement.

15. Upon learning of the unauthorized access of the Company’s e-mail system and Volz’s exchange with the Fraudulent Account, the Company’s IT consultant, DAG Tech, LLC, conducted an investigation and reversed the instructions implanted by Defendant.

16. The Company also filed a formal complaint with the Internet Crime Complaint Center of the Federal Bureau of Investigation reporting the unauthorized access. *See* Volz Aff., **Exhibit CV-C**.

17. The Company has also made numerous requests to Binance to obtain pertinent wallet and transaction information for purposes of identifying the perpetrator of the unauthorized access and locating the stolen Tokens. Binance has been unresponsive to the Company's requests.

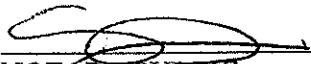
18. Upon information and belief, Binance is a Cayman Islands limited liability company that operates as a cryptocurrency exchange. On information and belief, Binance was originally formed in China, but is presently headquartered in Malta. A true and correct copy of the Trademark Registration Certificate for "BINANCE", accessible through uspto.gov, is annexed hereto as **Exhibit "KJ-A"**.

19. Through Defendant's fraudulent misrepresentation, SingularDTV has been deprived of its property interest in the SNGLS tokens and other property.

Dated: New York, New York
July 13, 2021


By: Kimberly Jackson

Sworn to me before this
14th day of July 2021


NOTARY PUBLIC

AMY ELAINE SANTANA
Notary Public - State of New York
NO. 01SA6417067
Qualified in Westchester County
My Commission Expires May 3, 2025